Town of Fort Myers Beach Agenda Item Summary

em Summary Blue Sheet Number: 2011-135

1. Requested Motion:

Meeting Date:

December 5, 2011

Approve the Selection Advisory Committee's recommendation in response to Request for Qualifications (RFQ) 11-01-CD *Professional Engineering Services for Ongoing Coastal Engineering Consulting Services* of Coast and Harbor Engineering as the #1 ranked firm, and Coastal Planning and Engineering and Humiston and Moore Engineers as the #2 ranked firms and authorize staff to enter into negotiations with the top ranked firm.

Why the action is necessary:

Town Council authorization is required to enter into negotiations for services as specified in the RFQ. This solicitation was conducted in accordance with F.S. 287.055 the Consultants Competitive Negotiations Act (CCNA), which requires among other things that a qualifications based selection be made prior to negotiating rates and fees.

What the action accomplishes:

Authorization allows staff to begin the negotiations to secure the services as requested in the solicitation.

2. Agenda:

3. Requirement/Purpose:

4. <u>Submitter of Information</u>:

X Consent
Administrative

_ Resolution _ Ordinance X Other _ Council X_Town Staff – Town Clerk

Town Attorney

5. Background:

RFQ 11-01-CD was issued for Coastal Engineering Consulting Services. The Selection Advisory Committee (SAC) met to evaluate and rank the submittals. The SAC heard a presentation and recommendation from the Environmental Sciences Coordinator based on his evaluation of the proposals and reference checks of the submitting firms.

The following background material is provided:

- 1. Request for Qualifications RFQ 11-01-CD Professional Engineering Services for Ongoing Coastal Engineering Consulting Services
- 2. Evaluation and Recommendation from the Environmental Sciences Coordinator
- 3. Reference Checks of the submitting firms
- 4. Draft minutes from the Selection Advisory Committee
- 5. Submittals by each firm are available at Town Hall for Town Council review if desired

6. Alternative Action:

Take no action.

7. Management Recommendations:

Approve the Selection Advisory Committee's recommendations and authorize Staff to begin negotiations with the selected firms.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Town Clerk

9. Council Action:

Approved Denied Deferred Other

TOWN OF FORT MYERS BEACH FLORIDA REQUEST FOR QUALIFICATIONS RFQ 11-01-CD PROFESSIONAL ENGINEERING SERVICES FOR ONGOING COASTAL ENGINEERING CONSULTING SERVICES

Dated: February 9, 2011

Pursuant to the requirements of Florida Statutes (F.S.), Chapter 287, the Town of Fort Myers Beach anticipates seeking professional engineering consultant services for the purpose of assisting the Town with the planning and design services for ongoing coastal engineering construction services.

Before submitting Professional Qualifications and Letters of Interest, interested parties **must** obtain a copy of the complete Competitive Negotiations package entitled RFQ-11-01-CD, Town of Fort Myers Beach Ongoing Coastal Engineering Consulting Services dated February 9, 2011 for this project from the Town of Fort Myers Beach, Town Hall, 2523 Estero Boulevard, Fort Myers Beach, FL 33931 or by calling (239) 765-0202 ext. 116. At that time, the Requesting Party, hereinafter known as the Consultant, must furnish the Town with a mailing address, an e-mail address, telephone number and facsimile number for contact purposes. If the Official Documents are not obtained directly from the Town of Fort Myers Beach, or are modified in any manner, the Professional Qualifications and Letter of Interest will not be accepted for consideration by the Town.

Submittals are subject to the conditions specified hereon and on the attached sheets, including any addenda. All responses must be submitted in a sealed envelope, delivered via mail or in person to Town Hall, Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931 no later than Friday, March 11, 2011. The mailing envelope must be clearly marked RFQ-11-01-CD Ongoing Coastal Engineering Consulting Services and contain the Consultant's name and address.

Questions: All questions about the meaning or intent of the RFQ documents must be directed in writing via email to Peter Boers (peter@fortmyersbeachfl.gov) or via facsimile to 239-765-0909. No verbal inquiries will be accepted. Questions received less than five (5) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Consultant as acknowledged and incorporated with the submittal.

The Town's short-list and final selection meeting dates will be listed on the Town website at www.fortmyersbeachfl.gov or available by contacting Peter Boers, Contracts Manager, at (239) 765-0202 ext. 116.

Response Procedure: The deadline for submission of the Professional Qualifications and Letter of Interest for this Project by qualified consultants is 3:30 PM, Tuesday, March 11, 2011. The outside of the envelope must be clearly marked "RFQ-11-01-CD, Town of Fort Myers Beach Ongoing Coastal Engineering Consulting Services" and contain the Consultant's name and address. Each firm is to submit one (1) original and five (5) hard copies plus one (1) CD in Adobe PDF format (unzipped, with no links to other Web Pages), clearly marked as such, of the complete package.

The following format and sequence should be followed in order to provide consistency in the Consultant's responses and to ensure each proposal receives full consideration. Use 8.5 x11 page format with separating page tabs so that each submittal section can easily be compared with other submittals.

- a. Title page, including RFQ number and name, consultant's name and address; contact person; telephone and fax numbers; internet e-mail address and closing date and time
- b. Table of contents, including page numbers
- c. Letter of Interest stating interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. This letter must state that the Consultant will meet the insurance requirements of the attached Professional Services Agreement and is willing to execute the attached Professional Services Agreement with the Town of Ft Myers Beach, Florida.
- d. Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides. A Completed Request for Qualification Submittal for Professional Consultants in the form attached.
- e. A copy of the Consultant's financial statement for the preceding fiscal year, as certified by its chief financial officer. This shall be provided in a separate sealed envelope, with proper identification on the outside. It will only be opened by the Town should the Consultant be selected for negotiation.
- f. At least three (3) examples of completed projects representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services.
- g. A listing of personnel who would be working on this project, listing their qualifications to perform the work hereunder. This listing must be on the Qualification Form and include the resumes for such personnel complete with a current copy of applicable certifications. The Consultant's Supervisor for this project shall also be identified.
- h. An outline of the Consultant's understanding of and approach to providing the required services.
- i. An explanation of why the Consultant is well suited to perform the service.
- j. A list of sub-consultants that Consultant would propose to use for any of the services associated with tasks awarded under the Professional Services Agreement.
- k. A list of at least five (5) client references, exclusive of those identified above, which includes the following information: Name of contacting agency, contact name, address, e-mail address and telephone number, and title of work performed for client.
- I. Any additional data that the Consultant feels will be helpful in qualifying it for this project.
- m. Completed, original affidavit stating that the Consultant (and affiliate, as appropriate), or person(s) having a business relationship with Consultant or affiliate (have) never been convicted of a Public Entity Crime as such is defined in Section 287.133, F.S. (EXHIBIT I).

<u>Selection Procedure:</u> The selection of a Consultant(s) will be made in accordance with Town of Fort Myers Beach Purchasing Policies and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. In such event, the presentation must be made by the representative who would be the Project Manager (or Equivalent) under this award. After determination of qualified consultants by the Town Council, contract fees will be negotiated in accordance with Section 287.055, Florida Statues.

Evaluation Shall be based upon, but not necessarily limited to the following criteria.

- 1. Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides. (5 pts
- 2. Three (3) examples of projects completed within the past five (5) years that are representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services. (25 pts)
- 3. Qualifications of personnel who will be working on this project (25 pts)
- 4. Consultant's understanding of and approach to providing the required services. (15 pts)
- 5. An explanation of why the Consultant is well suited to perform the service. (15 pts)
- 6. Responses from five (5) client references (15 pts)

SPECIAL NOTICE

<u>DUTY TO UPDATE RECORDS</u>: It shall be the responsibility of any individual or firm selected by the Town of Fort Myers Beach for this project to notify the Town promptly of any substantive amendment to the information provided in its Letter of Interest/Application for Qualification, as well as to update the information in the Application on an annual basis as appropriate.

<u>EQUAL OPPORTUNITY STATEMENT:</u> The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts for consultant services. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religion, age or disability in consideration for qualification or selection.

NOTICE OF A CONTRACT CRIME CONVICTION: Each person or firm who elects to submit a Letter of Interest (or Request for Qualifications) package shall notify the Finance Director within thirty (30) days after a conviction of a contract crime applicable to them or to any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate as further described in F.S. 287.133.

QUALIFICATION PROCEDURES: All applicants must be qualified to do business in the State of Florida.

<u>TIME OF CONTRACT:</u> This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

RIGHT OF PERFORMANCE: This contract does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Professional Services Agreement. A consultant or multiple consultants may be selected for any, some or all the services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or services associated with the Agreement.

RFQ-11-01-CD 3 of 40

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Firm Name:(As registered with	Florida Secretary of State)					
Address:						
City, State, Zip Code:						
Telephone: Fax:						
Contact Person:						
Name of Parent Company (if applicable):						
Address:						
Type of Firm: Corporation Partner						
If Corporation: Date Incorporated:	State Incorporated:					
Date Authorized in Florida: Name	e of President:					
If Partnership: Date organized:	Type: General Limited Other					
Name(s) of Partner(s):						
Florida Secretary of State Document No.:						
Florida State Board –						
	Date:					
Firm Name:	Florida Secretary of State)					
	,					
Federal Employer Identification No.						
Most Recent financial statement attached:	Yes No					
Firm's Current Annual Gross Income: \$						
Blanket Professional Liability Insurance:	Yes No Amount: \$					
Policy No.: Comp						

If yes: Attach a copy of certificate showing policy number, company, amount and expiration date. If no: Attach commitment letter from insurance company that provides liability insurance that would be provided to applicant, or a commitment letter for a non-assignable, nontransferable, irrevocable letter of credit created pursuant to Chapter 287, Florida Statute, in a minimum amount of \$250,000.00.

r Profession	al Consult	ants
Yes	No	Type:
Yes	No	Туре:
t business in t firm or any of leral law which vith respect to	the State of its affiliates h involved f a public co	e and correct to the best of my knowledge and Florida. I further certify that neither the firm, is have been criminally or civilly charged with fraud, bribery, collusion, conspiracy, antitrust intract, except for matters previously disclosed (if not applicable, enter N/A) with the practices of this organization fully comply with
Title		Date
ounty, contact	t person, te	lephone number and e-mail address.

	· · · · · · · · · · · · · · · · · · ·	
	Yes Yes Yes ined in this part business in the firm or any of leral law which with respect to be do in case no entify that the ents Act.	Yes No ined in this package is trust business in the State of firm or any of its affiliated leral law which involved for the respect to a public coed in case no(s)ertify that the employment its Act.

RFQ-11-01-CD 5 of 40

SKILLS ASSESMENT CHECKLIST

Water and Wetland Resources	
Planning	
Design	
Permitting	
Bid preparation and submittal	
Construction administration	
Listed species survey	
Mitigation design and monitoring	
Public interest criteria	
Shoreline Restoration	
Sediment modeling and budgeting	
Tidal modeling	-
Planning	
Design	
Permitting	
Bid preparation and submittal	
Construction oversight services	
Beach nourishment	
Short term coastal management planning	
Long term coastal management planning	
Environmental Assessments	
NEPA	
Planning	
Design	
Permitting	
Habitat survey and mapping	
Phase I assessments	
Phase II assessments	
Section 7 consultations	
Mitigation	
Wetland assessments- UMAM	
Geo-Technical Analysis	
Geo-Technical Analysis	THE STATE OF THE S

Legend IH- In-house, SC- Sub-contracted

SCOPE OF WORK

Background

The Town of Fort Myers Beach is proposing a study to develop a long-term beach management plan that will ensure stability of the beach. The Town will seek RFP's from coastal and environmental engineering firms with experience in beach and inlet systems. The scope of the study will be to develop a long-term management plan that will incorporate coastal dynamics information for Estero Island, Big Carlos Pass, and Matanzas Pass. The study will also consider effects from other nearby islands and currents that may affect Estero Island. The selected engineering firm will survey and model historical, current, and projected future conditions of Estero Island. The selected firm will also present and model tidal and current dynamics, sediment budgets, and the effects that beach nourishment, structures, or other methods or technologies may exist that will reduce or halt erosion and potentially begin sand accretion. Then study will also model the effects on potential management actions to listed specoies such as sea turtles. The study will result in alternatives that the Town can evaluate and incorporate into the long-term beach management plan.

Services Required

The services required for RFQ -11-01-CD, Ongoing Coastal Engineering Consulting Services include:

- 1. maximize protection and long term integrity of the beach's natural resources, coastal property and development;
- 2. maximize the quality of the beach for both human activities and environmental needs;
- 3. minimize economic losses that may result from beach erosion events; and
- 4. maximize the potential benefits of the beach renourishment projects.

Specifically excluded from the scope of this RFQ are services related to project implementation and construction of the projects resulting from the planning and design phase of projects.

Planning Tasks

- 1. Critically evaluate beach protection
- 2. Critically evaluate beach enhancement
- 3. Collect readily available and accessible data concerning the beach areas including inlets and passes and the area of the sand transport system. This data includes environmental, marine, terrestrial, sediment, climate and tidal.
- 4. Collect readily available and accessible information on beach management technologies, structures and innovative products.
- 5. Evaluate potential funding sources through the State of Florida Beach Management Program.
- Evaluate potential conflicts of interest regarding sand transport studies, reports and plans and beach management plans and programs to ensure that the Town's interests are objectively observed.
- 7. Develop short and long range coastal management plans.

Design Services

- 1. Review and coordinate with Lee County, the State of Florida DEP, and the USACE on the performance of the Beach Restoration Project at the north end of Estero Island.
- 2. Evaluate the coastal processes and sediment budget for beach of Estero Island using coastal processes modeling. Results of the modeling will need to be sufficiently validated for acceptance by the State of Florida DEP for evaluation of potential design alternatives and implementation of erosion control structures if deemed necessary. The main objective for the design alternatives is to improve the longevity of beach restoration projects. Monitoring data from the performance of the restoration project will be available to Lee County for use as model verification.
- 3. Conduct alternatives analysis of erosion control alternatives to improve the life of the beach restoration projects on Estero Island for consideration by the Town.

- 4. Development of bathymetric and hydrographic surveys and conversion of the data into GIS products for end users.
- 5. Mapping of shorelines and near shore areas with sub-meter GPS equipment and conversion of the data into GIS product for end users.
- 6. Sediment analysis and modeling.
- 7. Hydraulic and tidal monitoring and modeling.
- 8. Listed species management and mitigation
- 9. Seagrass and benthic habitat mitigation including public interest criteria
- 10. Coordinate and manage various design and review meetings
- 11. Direct oversight of the production and certification of construction documents including plans, specifications and contract documents
- 12. Provide geotechnical services as necessary
- 13. Prepare permit applications and obtain all required permits from regulatory agencies on behalf of the Town of Ft Myers Beach.
- 14. Identify and coordinate with public utilities within the project area.
- 15. Demonstrate the effectiveness of the improvements to reduce storm damage to properties adjacent to the project.
- 16. Coordinate, prepare and attend at least two public workshops to present the project to the public and consider, address and accept comments and questions from project area residents, the public and Town Council.
- 17. Calculate a Cost Benefit Analysis based on design criteria.
- 18. Prepare bid documents, including technical specifications, quantity summary, and Engineer's opinion of probable cost of construction

RFQ-11-01-CD 8 of 40

QUALIFICATION FOR TYPE OF WORK

	el they are qualified which supports their ability	Type of Work						
	vork that you fee or each person v	Years of Professional Experience						
Date:	m and indicate the v d attach a resume fo	Florida Registration Number						
	employed by your fir sets if necessary an	City of Residence						
Name of Firm:	List the personnel permanently employed by your firm and indicate the work that you feel they are qualified To do. Attach supplemental sheets if necessary and attach a resume for each person which supports their ability	Name of Employee						

PROFESSIONAL SERVICES AGREEMENT

This	PROFESSIONAL	SERVICES	AGREEMENT	is r	made	and	entered	into	this		day	of
	, 2011 by	and between	the Town of For	rt My	ers Be	ach, F	Florida, a	charte	ered m	unicipalit	y of the	he
State	of Florida, whose a	ddress is 252	3 Estero Boulev	ard,	Fort M	yers E	Beach, Flo	orida :	33931	("Town")	, and	
("Consultant"), whose address is												

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Coastal Engineering Consulting Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

- 1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."
- 1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.
- 1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

- 2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.
- <u>2.02</u> QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

- (1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.
 - (2) <u>CONSULTANT'S PROJECT DIRECTOR:</u> The Consultant agrees to employ and designate, in writing, a

RFQ-11-01-CD 10 of 40

qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

- (3) <u>REMOVAL OF PERSONNEL:</u> Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub-consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.
- (4) <u>SUB-CONSULTANT:</u> The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- (5) <u>SUB-CONTRACTOR:</u> The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.
- 2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.
- 2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies that have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) <u>RESPONSIBILITY TO CORRECT:</u> The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub-consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise

RFQ-11-01-CD 11 of 40

any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub-consultant(s) or Subcontractor(s) engaged by the Consultant.

- (2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub-consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub-consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.
- 2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub-consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.
- <u>2.08 NOT TO DIVULGE CERTAIN INFORMATION:</u> Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub-consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub-consultant(s) and Subcontractor(s) to comply with these provisions.
- <u>2.09</u> <u>CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED:</u> Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub-consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.
- 2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and

RFQ-11-01-CD 12 of 40

submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

- 2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.
- 2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.
- 2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.
- 2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 **AVAILABILITY OF TOWN INFORMATION**

(1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

RFQ-11-01-CD 13 of 40

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

- 4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.
- 4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

- (1) <u>LUMP SUM FEE(S)</u>: When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub-consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.
- (2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it is shall mean:
- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Subconsultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub-consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth

RFQ-11-01-CD 14 of 40

above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

- (1) MONTHLY STATEMENTS: The Consultant shall submit not more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.
- (2) <u>PAYMENT FOR SERVICES PERFORMED:</u> The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:
- (A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.
- (3) <u>PAYMENT SCHEDULE:</u> The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and

RFQ-11-01-CD 15 of 40

work on all or part of the services required to be provided and performed by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub-Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

- 5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.
- 5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by TBD as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub-consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub-consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

- 5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.
- 5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any

RFQ-11-01-CD 16 of 40

Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub-consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub-consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub-consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub-consultant under this Agreement, then the Consultant or such Sub-consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub-consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub-consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub-consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the

RFQ-11-01-CD 17 of 40

United States government.

ARTICLE 10.00 - LITIGATION

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorneys fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub-consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and RFQ-11-01-CD 18 of 40

documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

<u>ARTICLE 16.00</u> - <u>MODIFICATION AND AMENDMENTS</u>

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

RFQ-11-01-CD 19 of 40

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

(*	I) EXHIBI	T "A" entitled	"Scope of P	<u>rofessional S</u>	<u>ervices",</u> dat	ed	, 20)11.
(2	2) EXHIBI	T "B" entitled	"Compensati	ion and Meth	od of Payme	<u>ent"</u> dated _	, 201	11.
(3	B) EXHIBI	T "C" entitled <u>'</u>	"Time and So	chedule of Pe	rformance",	dated	, 2	:011.
(4	l) EXHIBI dated	T "D" entitled	<u>"Consultant'</u> _, 2011.	s Associated	Sub- Consu	ltant(s) a	nd Sub	contractor(s)",
(5	5) EXHIBI	T "E" entitled <u>'</u>	"Project Guid	elines and C	<u>riteria"</u> , date	d b	, 201	1.
(6	6) EXHIBI	T "F" entitled <u>"</u>	'Truth in Neg	otiation Certi	<u>icate"</u> , dated	d	, 201	1.
(7) EXHIBI	T "G" entitled :	"Insurance".	(Containing	copies of ap	plicable Ce	ertificates	s of Insurance)
3)	B) EXHIBI	T "H" entitled <u>'</u>	"Amendment	to Articles",	dated	, 2	011.	
(9	e) EXHIBI	T "I" entitled <u>"F</u>	Public Entity (Crime Affiday	<u>it",</u> dated		, 2011.	
(*	IO) EXHIBI	T "J" entitled <u>"</u>	Affidavit Cert	ification Imm	igration Law	<u>s"</u> , dated _		, 2011.
(1	1) EXHIBI	T "K" entitled <u>"</u>	'Affidavit of C	Confidentiality	<u>",</u> dated	, 2	2011.	
ARTICLE	<u> 19.00</u> - <u>NOT</u>	TICES AND AD	DDRESS OF	RECORD				
<u>19.01 N</u>	OTICES BY (CONSULTANT	TTO TOWN					
mail serv	s hereunder ice, postage p lorida 33931	from the Cons orepaid, addre	sultant to the essed to: Tow	Town shall b n of Fort Mye	e in writing a ers Beach, 2	and shall be 2523 Ester	e given b o Boulev	oy US first class rard, Fort Myers
All notice	s hereunder	FOWN TO CO from the Town prepaid, addre	to the Consu	ultant shall be	in writing ar	nd shall be	given by	/ U.S. first class
(Consulta	ant's Business	Name)			_			
(Street/ F	P.O. Box)				_			
(City)		(State)	(Zip	Code)				
Telephor	ne Number: _							
Fax Num	ber:							
ATTENT	ION:	Director			_			
RFQ-11-01		200.01						20 of 40

19.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - **ACCEPTANCE.** Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOW	N OF FORT MYERS BEACH	ATTE	ST:
Ву:	Larry Kiker, Mayor	Ву:	Michelle Mayher, Town Clerk
APPROVED	AS TO FORM AND LEGAL SUFFICIENCY:		
BY:	Fowler, White, Boggs		
PROVIDER:	Printed name of organization		
BY:			
	Signature		Witness Signature
	Printed name of person signing		Printed name of Witness
	Title(printed)		

RFQ-11-01-CD 21 of 40

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Code Type of Work

101 Water Resource

Requires engineering expertise in planning, design, permitting, bidding and construction administration services in connection with Water and Wetland Resources as well as knowledge of current rules and regulations of local, state and federal agencies protecting the environment, including the Florida Department of Environmental Protection, the South Florida Water Management District, and the United States Army Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Water and Wetland Resources.

102 Shoreline Restoration

Requires engineering expertise in modeling, planning, design, permitting, bidding, and construction oversight services in connection with Shoreline Restoration. The consultant will have knowledge and expertise with current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. The consultant will also have extensive experience with natural and manmade coastal structures, beach nourishment, sediment and tidal dynamics and geomorphology, The consultant should also have experience with short and long term coastal management planning. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of coastal management.

103 Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, including NEPA, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions, including the Florida Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.

104 Geo-Technical Analysis

Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

RFQ-11-01-CD 22 of 40

QUALIFICATION FOR TYPE OF WORK

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

ate	2011
แบ	, 2011

Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _______, 2011, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B **Ongoing Coastal Engineering Consulting Services** RFQ -11-01-CD

Date:	, 2011

Consultant or Sub-consultant Name (A separate Attachment No. 1 should be included for each Sub-Consultant)

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Attached			, , , , , , , , , , , , , , , , , , , ,

and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in

^{*}NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid. Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs,

ATTACHMENT NO. 2 TO EXHIBIT B NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

Date: _	, 2011
CONSULTANT OR SUB-CONSULTANT NAME	
(A separate Attachment No. 2 should be included for each Sub-Consultan	t)

ITEM	BASIS OF
	CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast	\$40.04
Lunch	\$12.01 \$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	Collaboration and the constant of gaper
Reproduction (Photocopy) 8 ½" x 11"	\$0.15/Page
8 ½" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non- personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee - Applicable only when specifically	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

Date:		,	<u> 2011</u>
-------	--	---	--------------

28 of 40

This EXHIBIT "C" establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

RFQ-11-01-CD

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

	Date:	, 2011
CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AN	ND SUBCONTRACTOR	S)

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project: (If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm		Sub-Co Service Exemp Prime Consul Insurar Covera Yes	onsultant es are ted from tant's nce ge
			Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

Date:	, 2011

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering, borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

RFQ-11-01-CD 30 of 40

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

		DATE:	, 2011
This Certificate is executed and given by Professional Services Agreement with the T Ongoing Coas		e project known	
Before me, the undersigned authority person statements contained herein after being duly			as to the facts and
1. This Certificate shall be attached to Services Agreement as provided in Article 2		t of the above	said Professional
2. The undersigned hereby certifies the compensation on which this Professional Ser on the date set forth here-in-above.			
3. The truth of statements made herei advised of the legal effect and obligations in			
Executed on behalf of the Party to the Profes business as:	sional Services Agreement referr	ed to as the CO	NSULTANT, doing
BY:			
TITLE:			
The foregoing instrument was signed and a 2011, by who (Print or Type Name)	cknowledged before me this has produced	day of	as identification
(Print or Type Name)	(Type of Id	dentification)	
Notary Public Signature			
Notary Fublic Signature			
Printed Name of Notary Public			
Notary Commission Number/Expiration			

RFQ-11-01-CD

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS: Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

Section One. Insurance Coverages To Be Obtained

- (1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub-consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.
- (3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.
- (4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.
- (5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub-consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub-consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Indicate Name of Provided and/or Performed Individual or Firm

(If none, enter the word "none" in the space above.)

RFQ-11-01-CD 32 of 40

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

- (1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.
- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.
- (3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.
- (4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.
- (5) Each Certificate of Insurance shall specifically include all of the following:
 - (A) The name and type of policy and coverages provided; and
- (B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and
 - (C) The date of expiration of coverage; and
- (D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
- (E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

RFQ-11-01-CD 33 of 40

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

- (G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.
- (6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.
- (7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.
- (8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General

RFQ-11-01-CD 34 of 40

Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
 - (C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
 - (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
 - (C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

- (A) A minimum aggregate limit of \$1,000,000.00.
- (B) Such additional requirements as are set forth in the Agreement above.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

EXHIBIT H - AMENDMENT TO ARTICLES FOR THE PROJECT ENTITLED: Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

Date:	

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. Weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.___ is hereby amended as follows:

1.

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

	(print name of public entity)
(print indiv	vidual's name and title)
(print name	e of entity submitting sworn statement)
whose busi	iness address is
and (if app	licable) its Federal Employer Identification Number (FEIN) is
the entity has no	FEIN, include the Social Security Number of individual signing this sworn states
,	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate
- 5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ONGOING COASTAL ENGINEETING CONSULTING SERVICES

6.

Based on information and belief, the statement, wis submitting this sworn statement. (Indicate which statement)	hich I have marked below, is true in relation to the entity tement applies.)
Neither the entity submitting this sworn states shareholders, employees, members, or agents who are entity has been charged with and convicted of a publication.	rement, nor any of its officers, directors, executives, partners, e active in the management of the entity, nor any affiliate of the lic entity crime subsequent to July 1, 1989.
The entity submitting this sworn statement, shareholders, employees, members, or agents who ar entity has been charged with and convicted of a publication.	or one or more of its officers, directors, executives, partners, et active in the management of the entity, or an affiliate of the lic entity crime subsequent to July 1, 1989.
shareholders, employees, members, or agents who ar entity has been charged with and convicted of a public been a subsequent proceeding before a Hearing Office	or one or more of its officers, directors, executives, partners, re active in the management of the entity, or an affiliate of the c entity crime subsequent to July 1, 1989. However, there has er of the State of Florida, Division of Administrative Hearings determined that it was not in the public interest to place the ted vendor list. (Attach a copy of the final order)
THE PUBLIC ENTITY IDENTIFIED IN PARENTITY ONLY AND, THAT THIS FORM IS YEAR IN WHICH IT IS FILED. I ALSO THE PUBLIC ENTITY PRIOR TO ENTER	THIS FORM TO THE CONTRACTING OFFICER FOR RAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC VALID THROUGH DECEMBER 31 OF THE CALENDAR UNDERSTAND THAT I AM REQUIRED TO INFORM ING INTO A CONTRACT IN EXCESS OF THE DN 287.017, FLORIDA STATUTES FOR CATEGORY ON CONTAINED IN THIS FORM.
	(Signature)
Sworn to and subscribed before me this	day of
Personally known	_
OR Produced Identification	Notary Public – State of
(T) (T) (T) (T)	My Commission expires
(Type of Identification)	
commissioned name of notary public)	(Printed typed or stamped
(Rev. 3/20/07)	

RFQ-11-01-CD 38 of 40

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date:, 201
TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO AN CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTIO 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").
TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OUNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY TH RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALBE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.
PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAW (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).
Company Name:
(Signature) (Title) (Date)
STATE OF
COUNTY OF
The foregoing instrument was signed and acknowledged before me thisday of, 20, by who has produced (Print or Type Name)
as identification.
(Type of Identification and Number)
Notary Public Signature
Printed Name of Notary Public
Notary Commission Number/Expiration
The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

RFQ-11-01-CD 39 of 40

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY FOR THE PROJECT ENTITLED: Ongoing Coastal Engineering Consulting Services RFQ -11-01-CD

		Date:	, 2011
I, the undersigned,		am an employee of	
of the Technical Support Service te	ne Town's provider of technical ຣເ am for the Town of Fort Myer Bea	upport services, and serve ach.	e as a member
This is to certify that I have been in use, disclose, or share Town inforn designee. I agree to use my best edisclosure to any person other than	nation in any way, except for as di forts to prevent and protect inforn	irected by the Town Mana nation, or any part thereof	ager or his/her f, from
	Signature		
	Date		

ADDENDUM NO. 1

CONTRACT DOCUMENTS FOR REQUEST FOR QUALIFICATIONS FOR ON-GOING COASTAL ENGINEERING SERVICES

RFQ No. 11-01-CD

TOWN OF FORT MYERS BEACH

To Prospective Bidders and Others concerned:

This addendum sets forth changes and additional information as referenced and is hereby made a part of and should be attached to the Contract documents.

Clarifications

- **Q.** Can a consultant be a sub-contractor on more than one team?
- A. Yes.
- **Q.** Is there a particular format that you would like the resumes and project summary information (ie SF330 format)?
- A. No particular format is required. If the SF 330 format is convenient, then use it.
- Q. Are there page limits for the outline of understanding (Item h on page 2) and for the explanation of why the firm is well suited to perform the work (Item i on page 2)?
- A. No
- **Q.** Are there any SBE requirements for this contract?
- A. No.
- **Q.** How many firms will be selected?
- **A.** That depends on the number of qualified responses received. I do not envision more than 5 or 6.
- Q. Item g on page 2 requires listing of personnel who would be working on this project and a copy of their current applicable certifications. All Florida professional engineering licenses expire at the end of February of this year and renewed license information may not be available by the time the RFQ is due. Will this cause an issue with submitting a responsive proposal or losing personnel qualification points in the evaluation?
- A. No

- Q. Has the selection committee been identified and, if so, who is on the selection committee?
- **A.** The selection committee is defined by ordinance as: the Town Manager, Finance Director, Public Works Director, and Community Development Director.
- Q. page 1 -- The response date is listed as 3:30pm, Tuesday, March 11, 2011. I think March 11 is actually a Friday. Should I take the numeric date to be correct, such that the responses would be due by 3:30pm, *Friday*, March 11?
- A. Yes, the submittal is due by 3:30 PM, Friday, March 11, 2011.
- Q. page 7 -- The RFQ specifically excludes "project implementation and construction of the projects resulting from the planning and design phase of this project." What is meant by "implementation" services, and would the firm that performs the planning and design phase work under this present RFQ be considered eligible to bid also on future RFQs for implementation and construction?
- A. The RFQ is specifically for design of the projects to avoid firm promoting proprietary construction techniques and designing future projects around those.
- Q. page 7 -- Planning Tasks #3 and #4 are to "collect readily available information ...
 " on various items. Does this include the taking of new field survey data under this contract (i.e. new field surveys of waves, currents, sediment characteristics, beach profiles and bathymetry, etc.)? Or is it envisioned that this contract would use data, reports, etc. that have already been generated by others?
- A. Utilizing all existing information and gathering of any new information to develop a complete understanding of local island dynamics. New data gathering will be critical to combine with existing information for this task.
- Q. page 7 -- Design Services #2, last sentence, reads: "Monitoring data from the performance of the restoration project will be available to Lee County for use as model verification." It sounds to me as if we should expect data from the existing beach restoration project is held by Lee County, and this data would be available to us for validating our modeling and other calculations while performing this contract's work (if we are selected as the successful bidder). Is this a correct read of this provision in the RFQ?
- A. Yes, all data held by Lee County will be available to the selected firm.
- Q. page 8 -- Design Services #4 reads: "Development of bathymetric and hydrographic surveys ...". Similar to the question above, does the Town expect the consultant to carry out new, original field surveys of bathymetry and topography under this contract?
- A. Yes since current ones do not exist for the vast majority of the island and surrounding waters.

- Q. page 8 -- Design Services #12 stipulates geotechnical services are included. Does the Town expect the consultant to carry out new, original field geotechnical surveys (sediment sampling, vibracoring, sub-bottom profiling, etc.)? Or would this service include only analysis of existing geotechnical survey information?
- A. Utilizing all existing information and gathering of any new information to develop a complete understanding of local island dynamics. New data gathering will be critical to combine with existing information for this task. Reference language in the "Background" section which mentions sediment budgets
- Q. The RFQ states: "The deadline for submission of the Professional Qualifications and Letter of Interest for this Project by qualified consultants is 3:30 PM, Tuesday, March 11, 2011" Was it intended for the RFQ to state the deadline as Friday, March 11, 2011?
- A. Yes, the due date and time is Friday, March 11, 2011 at 3:30 PM.
- Q. Can you please clarify what forms are to be included in the response? In reading the document, I only see the Qualifications form (I assume it includes the Skills Assessment Checklist as the 3rd page) is to be included in section d., the Personnel form page 9 of 40 to be included in section g., and the Public Entity Crime Form in section m.
- **A.** That is correct. The additional forms included in the sample Professional Services Agreement (with the exception of the Public Entity Crimes Statement) were included for reference only.

Please Print		
	Company Name & Phone Number	

Peter A. Boers C.P.M., CPPB Contracts Manager Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 239-765-0202 X116

Town of Fort Myers Beach



Memo

To: Peter Boers, Contracts Manager

Cc: Walter Fluegel,

Terry Stewart, Town Manager

From: Keith Laakkonen, Environmental Sciences Coordinator

Date: October 13, 2011

Re: Staff rankings for Professional Engineering Services for Ongoing

Coastal Engineering Consulting Services RFQ 11-01-CD

Staff have reviewed the submittals for the Coastal RFQ and have completed scoring and ranking the submissions. There were only six submissions. The companies that submitted proposals were:

- Applied Technology and Management (A.T.M.), West Palm Beach, FL
- Coast and Harbor Engineering, North Palm Beach, FL
- Coastal Planning and Engineering (CPE), Boca Raton, FL
- Gahagan & Bryant Associates, Inc., Tampa, FL
- Humiston & Moore Engineers, Naples, FL
- URS Corporation Southern, Naples, FL

I have attached the scoring sheet for the firms. I reviewed each submission and compared as closely to the criteria as possible. All of the firms have excellent reputations and have an extensive track record of engineering work for governments and corporations. The most significant difference in the scoring for the rankings was from the two criteria with the heaviest scoring weight; representative examples of work for the RFQ and consultants understanding and approach. The three highest ranking firms demonstrated a solid understanding for the RFQ and were able to demonstrate representative projects that either were very similar to the RFQ or had very similar elements. The three firms also demonstrated an excellent understanding for how they would approach the project with a customized and very thorough approach that would be well suited for the Town's needs. My objective scoring was:

- 1. Coast and Harbor Engineering = 100 points
- 2. Coastal Planning and Engineering = 95 points
- 3. Humiston & Moore Engineers = 95 points
- 4. Applied Technology and Management =82 points
- 5. Gahagan & Bryant Associates, Inc. = 82 points
- 6. URS Corporation Southern, Naples, FL = 65 points

A review of the proposals will also collaborate this scoring and demonstrate which firms either have the knowledge and capability to assist the Town with developing a coastal management strategy and evaluate current and possible management tools or developed a proposal which met the requirements of the RFQ. Since there is a very clear separation between the top three firms and the next three I would recommend either choosing only the top firm or choosing the top three firms. The top firm Coast and Harbor Engineering had a flawless proposal while the next two firms CPE and Humiston & Moore were only slightly deficient in representative projects.

TOWN OF FORT MYERS BEACH
RFQ 11-01-CD - On-Going Coastal Engineering Services
March 11, 2011

65	95	82	95	100	82	100	TOTAL POINTS
Yes	Yes	Yes	Yes	Yes	Yes	N/A	Copy of the Consultant's financial statement
Yes	Yes	Yes	Yes	Yes	Yes	N/A	Public Entity Crimes Statement (Exhibit I)
G)	CA 	12	5	15	""» Či	15	Responses from five (5) client references
10	20	Ď	25	25	<u>-</u> 2	15	An explanation of why the Consultant is well suited to perform the service.
10	20	15	25	25	5	25	Consultant's understanding of and approach to providing the required services.
20	ਨੇ	Ġ	15	1	3	15	Qualifications of personnel who will be working on this project
15	20	20	20	25	20	25	Three (3) examples of projects completed within the past five (5) years that are representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services.
ហ	បា	(J	G	ে	C 1	C TI	Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides.
Yes	No	Yes	Yes	Yes	No	Y/N	Acknowledgement of Addenda
URS Corporation Southern	Humiston & Moore Engineers	Gahagan & Bryant Associates, Inc.	Coastal Planning and Engineering, Inc.	Coast & Harbor Engineering	Applied Technology & Management	POSSIBLE POINTS	CRITERIA/RESPONDENT

Company name: Coast & Harbor Engineering

Name of project: Cameron Parish Shoreline Restoration Project

Name of Reference: William "Bill" Feazel Organization: Office of Coastal Protection

and Restoration

Phone: 225-342-4641 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? Engineering and design for a \$46 million beach renourishment project in Cameron parish (Louisiana).

- 2. Has the work been completed on time? Yes. Within budget? Yes.
- 3. Who was the contractor's project manager and/or superintendent for the work? Hugo Bermudez. Were they effective and was the work delivered in a quality, professional manner? Yes
- 4. Were subcontractors utilized? Yes Did they perform as expected, were corrective actions required by the general contractor? Yes...and no corrective actions were required.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? I cannot think of anything that needs changing about the contract delivery.
- 6. Would you hire them again, and/or recommend them for hire? I would hire them again and also recommend them for hire.

Feel free to call me if you wish further discussion. Thanks.

Bill Feazel, P.E., P.L.S.

Engineer Supervisor Program/Project Management Division



Phone: (225) 342-4641 Cell: (225) 247-2089

Company name: Coast & Harbor Engineering

Name of project: Coastal Engineering- On-call Services Contract

Name of Reference: Juan Cueto Organization: Palm Beach County

Phone: 561-233-2431 Date contacted:

- 1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? Yes. See attached Contract History; the four Task Orders authorized thus far are for bathymetric surveys and a seagrass monitoring survey performed by subconsultants. Coast & Harbor has had an administrative role.
- 2. Has the work been completed on time? Within budget? Projects are still ongoing. Time delays due to outside factors.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Scott Hicks serves as the Project Manager for C&H. Thus far the work has mostly been performed by subconsultants.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? Yes. No change orders required to-date.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? None.
- 6. Would you hire them again, and/or recommend them for hire? Yes.

Company name: Coast & Harbor Engineering

Name of project: Coastal Engineering On-call Services Contract

Name of Reference: Ray Newby Organization: Texas General Land Office

Phone: 512-475-3624 Date contacted: 6-14-11

 Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?
 CHE performed coastal engineering design work, contract document preparation, and engineering construction oversight.

- 2. Has the work been completed on time? Within budget? The work that CHE performed has been on time and on budget.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Josh Carter and Hugo Bermudez have mainly been the PMs on projects they have performed for us. They have always been effective and professional.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? Subcontractors to CHE have been used and no corrective actions have been needed.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? No suggested changes.
- 6. Would you hire them again, and/or recommend them for hire? CHE is one of the better engineering firms I have worked with and would not hesitate to hire them or recommend them for hire.

Company name: Coastal Planning & Engineering, Inc. (CPE)

Name of project: Various

Name of Reference: Charlie Hunsicker Organization: Manatee County

Phone: 941-748-4501 Date contacted: 6/15/2011

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Yes. \$13 billion renourishment project requiring complete pre- and post-event design, permitting and inspection services.

- 2. Has the work been completed on time? Within budget? Yes. Permit negotiations with FDEP were protracted, county interests were well represented.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? *Rick Spadoni, Tom Pierro, Lauren Floyd*
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor?

 No sub-contractors were used or required by full service firm.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be?

 No changes. CPE is one of our best consultants pertaining to performance, timeliness, professionalism, and sensitivity to local government issues and concerns. They also have a great feel for public communication with the public at large, elected officials and local media.
- 6. Would you hire them again, and/or recommend them for hire? Yes.

Company name: URS

Name of project: City of Fort Lauderdale Emergency Beach Fill

Name of Reference: Albert Carbon, P.E. Organization: City of Fort Lauderdale

Phone: 954-828-5290 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? <u>URS has performed coastal engineering services for the City of Fort Lauderdale</u>. They assisted and are assisting in the City on dredging permiting.

- 2. Has the work been completed on time? Within budget? The projects that have been complete have been on time and budget. They have a current contract that is on going.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? <u>Gary Nemeth. Very responsive, effective, professional and knowledgeable.</u>
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? <u>No subcontractors</u>
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? <u>NO</u>
- 6. Would you hire them again, and/or recommend them for hire? Yes.

Company name: Coastal Planning & Engineering, Inc. (CPE)

Name of project: Various

Name of Reference: Greg Kisela Organization: City of Destin

Phone: 850-837-4242 Date contacted: June 15, 2011

- 1. Has this company performed work for you in the past 3 years? Yes. Can you describe the type of work that was performed? Yes. They performed an inlet management plan update for DEP and the City. They also perform a feasibility study for hardening a 15 acre Pointe that provides storm protection for upland structures.
- 2. Has the work been completed on time? Yes. Within budget? Yes.
- 3. Who was the contractor's project manager and/or superintendent for the work? The project managers were Douglas Mann and Norman Beumel. Were they effective and was the work delivered in a quality, professional manner? Yes.
- 4. Were subcontractors utilized? No. Did they perform as expected, were corrective actions required by the general contractor?
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? No changes, they were excellent.
- 6. Would you hire them again, and/or recommend them for hire? Yes

Gregory A. Kisela City Manager City of Destin

Company name: Coastal Planning & Engineering, Inc. (CPE)

Name of project: Various

Name of Reference: Alexandrea DavisShaw P.E. Organization: City of Sarasota

Phone: 941-954-4180 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

They have worked on out Lid beach long range renourishment project.

- 2. Has the work been completed on time? Within budget? Yes
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Rick Spadoni and Tom Pierro
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? I am not aware of who if any subs worked on the project.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? I don't have any proposed changes
- 6. Would you hire them again, and/or recommend them for hire? Yes

Company name: Coastal Planning & Engineering, Inc. (CPE)

Name of project: Various

Name of Reference: Andy Squires

Organization: Pinellas County

Phone: 727-464-4633

Date contacted: 6-16-11

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Yes:

- a) CPE completed a sand search and found a viable borrow area 11 miles off the coast of Pinellas County for material to nourish Sand Key.
- b) CPE has also modeled nearshore wave conditions and developed alternative groin designs and configurations to provide storm protection and slow erosion occurring along a public beach and fronting residential buildings.
- c) CPE developed a bid solicitation package for a major repair job of geotextile Thead groin structures and is currently providing construction oversight and contract administration services for the repair project.
- d) CPE is also under contract to design and permit permanent rock structures to replace the geotextile T-groin structures at some point in the future.
- 2. Has the work been completed on time? Within budget?

For a-d, yes, CPE has performed the work on time and on budget. Time extensions to the projects were due to conditions and situations beyond the control of CPE.

3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner?

Beau Suthard (PG) managed the sand search; Tom Pierro (PE) has managed the other projects.

4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor?

No, I do not recall CPE utilizing subcontractors for the projects listed above.

5. If you had he opportunity to change something about the contract delivery or management, what would it be?

For Pinellas County, it would be advantageous for the engineering staff to be located closer to our project sites. With that said, Tom Pierro and the other involved engineers have been extremely responsive and considerate of the travel costs considering the periodic site visits required.

6. Would you hire them again, and/or recommend them for hire?

Yes, Yes.

Company name: Humiston and Moore Engineers

Name of project:

Name of Reference: Michael Barnett, P.E. Organization: Florida DEP

Phone: 850-488-7843 Date contacted:

- 1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? No work has been directly contracted between the Department's Bureau of Beaches and Coastal Systems (which I head); However, as a regulating entity, the Bureau of Beaches and Coastal Systems has had frequent interactions with H&M in the past 3 years, in both the Coastal Construction Control Line and Joint Coastal Permitting Regulatory Programs. The work products prepared by Humiston and Moore range from simple plan and cross section schematics for dune restoration to complex numerical modeling input/output to simulate sediment transport processes over complex bathymetry.
- 2. Has the work been completed on time? Within budget? N/A owing to no directly contracted services; however, the work products transmitted to the Bureau on behalf of H&Ms clients appears to be of the highest professional detail and quality.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? This Bureau has had frequent interactions with both Mr. Ken Humiston and Mr. Brett Moore. Both gentlemen uphold the professional standards and integrity of the professional engineering community, and their work products are clear, concise, and complete.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? N/A based on limited direct interaction and no direct contracting vehicle between my Bureau and their firm.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? No suggested changes.
- 6. Would you hire them again, and/or recommend them for hire? I would hire Humiston and Moore Engineers without hesitation, if there was an appropriate contracting vehicle/opportunity in place. State budgets are suffering like other public and private sector elements these days; however, I would highly recommend H&M for hire based on their expertise and understanding of the dynamic coastal, beach and dune system.

Company name: Humiston and Moore Engineers

Name of project: Various projects

Name of Reference: Gregg Strakaluse

Organization: City of Naples

Phone: 239-213-5003 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Yes, the work included construction engineering and inspection services associated with a dredging activity, as well as assessment of stormwater beach outfalls.

- 2. Has the work been completed on time? Within budget? Yes, yes.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Brett Moore, Joe Foster, both effective and professional.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? No, yes, no.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be?
 No changes
- 6. Would you hire them again, and/or recommend them for hire? Absolutely.

Company name: Humiston and Moore Engineers

Name of project: Various projects

Name of Reference: Kyle Lukasz Organization: Collier County

Phone: 239-597-2265 Date contacted:

- 1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? Yes They performed hydrographic monitoring of the Clam Bay mangrove estuary system to evaluate the flushing performance of the system. This was performed by the analysis of tide gauge and survey data.
- 2. Has the work been completed on time? Yes Within budget? Yes
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? The services they provided more recently were for ongoing monitoring established by a permit for construction performed several years ago. They were the consultant for the actual dredging project and were very effective in that capacity.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? As stated above it has been several year since the main construction activities which went well, and they have continued to provide the necessary hydrographic monitoring that has been required.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? Nothing I can currently think of.
- 6. Would you hire them again, and/or recommend them for hire? Yes, we are continuing to utilize the services from this firm.

Company name: Humiston and Moore Engineers

Name of project: Various projects

Name of Reference: Gates Castle/Scott Krawczuk Organization: City of Sanibel

Phone: 239-472-2265 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Yes, in January of 2010 Humiston & Moore was the engineer for the City's Lighthouse Beach Fill Project. Their work included plans/specifications, permitting, and construction management.

- 2. Has the work been completed on time? Within budget? Yes
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner?

 Joseph T. Foster was Humiston project manager. Joe was an excellent project manager with great organizational skills and he was very knowledgeable of project details.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor?

 Eastman Aggregate Enterprises was the low bidder for construction work.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be?

 Nothing.
- 6. Would you hire them again, and/or recommend them for hire? Yes.

Company name: Applied Technology and Management (ATM)

Name of project: Coastal engineering projects

Name of Reference: Kathy Fitzpatrick, P.E. Organization: Martin County

Phone: kfitzpat@martin.fl.us Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Yes, ATM has worked on 2 projects for the County – Bathtub Beach and Manatee Pocket. Bathtub Beach entailed design and permitting of emergency sand dunes along with performing all permit required biological monitoring and submitting all required engineering reports. On Manatee Pocket, ATM has furnished Construction Observation for an ongoing dredging project where an inland waterbody is being dredged to a DMMA, and the material is then hauled off to a final storage desgination.

- 2. Has the work been completed on time? Within budget? The work is ongoing, but all required work products have been timely. ATM has stayed within budget.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner?On Bathtub Beach, Mike Jenkins and John Duchock have been the co-managers. Bill Fay has furnished the inspection services for Manatee Pocket.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor?

ATM worked with Coastal Eco Group as a sub contractor for biological monitoring on the Bathtub Beach project. There performance has been more than satisfactory.

- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? nothing
- 6. Would you hire them again, and/or recommend them for hire? Absolutely

Company name: Applied Technology and Management (ATM)

Name of project: Coastal engineering projects

Name of Reference: Martin Smithson Organization: Palm Beach County

Phone: 321-724-5175 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? Yes, ATM has evaluated the District's sand trap dredging and sand bypass strategy and developed plans for modifying State and Federal permits.

- 2. Has the work been completed on time? Within budget? Yes. Yes.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Dr. Mike Jenkins and Peter Seidle. Yes, quality, professional work.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? No. N/A
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? No changes recommended at this time.
- 6. Would you hire them again, and/or recommend them for hire? Yes, I would highly recommend ATM for coastal management issues.

Please do not hesitate to call if you have any additional questions.

Martin S. Smithson Administrator Sebastian Inlet District 321-724-5175

Company name: Applied Technology and Management (ATM)

Name of project: Coastal engineering projects

Name of Reference: Robert Neal, P.E. Organization: Lee County

Phone: 239-533-8566 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? The consultant performed the design and engineering services for the Bonita Beach Nourishment project. They secured the federal and state permits for the work and provided construction administrative services.

- 2. Has the work been completed on time? Within budget? Yes
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Pete Seidle, yes the work was delivered in a quality and professional manner.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? Yes, there were no corrective actions required.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? I was very satisfied with the contract performance.
- 6. Would you hire them again, and/or recommend them for hire? Yes.

Company name: Applied Technology and Management (ATM)

Name of project: Coastal engineering projects

Name of Reference: Gene Rauth Organization: Town of Jupiter Island

Phone: 772-545-0100 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Yes. The firm has performed all aspects of coastal engineering and beach renourishment projects.

2. Has the work been completed on time? Within budget?

So far, yes. The Town has a \$13.5 million project scheduled to start November 1, 2011.

3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner?

The Town's project manager is Dr. Michael Jenkins. Yes, Dr. Jenkins is effective and his work product is being delivered in a timely and quality manner.

4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor?

Not applicable.

5. If you had he opportunity to change something about the contract delivery or management, what would it be?

If the opportunity arose, the Town would give ATM more work to perform.

6. Would you hire them again, and/or recommend them for hire?

ATM is a great resource to the Town. The Town appreciates and relies on their work. The Town definitely would recommend them as a coastal and beach consultant.

Company name: Gahagan & Bryant Associates Inc. (GBA)

Name of project:

Name of Reference: Donald P. Brennan Organization: Philadelphia Regional Port

Authority

Phone: 215-426-2600 Date contacted: July 28, 2011

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? GBA has been working for the PRPA for the past three years via on-call consulting services contracts. They have performed various tasks, including administrative (meeting minutes and agendas), technical support, and general professional consulting.

- 2. Has the work been completed on time? Within budget? *GBA* is very timely in their submissions and they have adhered to task-specific budgets.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? Robert L. Callegari was the primary point of contact for our contract. He was effective and provided good quality work products.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? *Very few subcontractors were utilized, and all were without issue.*
- 5. If you had the opportunity to change something about the contract delivery or management, what would it be? *I would recommend having very defined scopes of work for all tasks*.
- 6. Would you hire them again, and/or recommend them for hire? GBA has provided good technical support for our projects. I would recommend them for dredging and materials management-related projects.

Company name: Gahagan & Bryant Associates Inc. (GBA)

Name of project: Hydrographic Surveys

Name of Reference: Bill Hanson Organization: Great Lakes Dock & Dredge

Phone: 630-574-3469 Date contacted:

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed?

Gahagan & Bryant Associates has worked with GLDD on numerous projects over the past three years providing topographic, hydrographic and beach surveys. In addition they have provided field engineering support on many of the beach nourishment projects. A list of projects performed in the last 3 years is provided below:

Wilmington District USACE

Beaches

Bald Head Island
Oak Island - Cape Fear River
Maintenance/Beach Placement
Carolina Beach
Ocean Isle Beach
Wrightsville Beach/Masonboro Island

Navigation

Wilmington Harbor (Cape Fear River Maintenance) Wilmington Harbor Outer Bar (3 times)

CHARLESTON DISTRICT

Myrtle Beach, SC

PRIVATE

Nags Head, NC (Town of Nags Head) Sea Isle City, NJ (NJ DEP) Strathmere, NJ (NJ DEP)

PHILADELPHIA DISTRICT

Beaches

Cape May

Cape May Meadows

Seven Mile Island (Stone Harbor & Avalon)

Wildwood

Ocean City

Absecon Island (Atlantic City & Vintnor City)

New York District

Ambrose Channel (multi-beam surveys)

New England District

Cape Cod Canal- (daily multi-beam surveys)

2. Has the work been completed on time? Within budget?

All projects have been completed on time and within budget. GBA has consistently responded to our needs even on short notice.

- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner?
 - For all projects listed above, Chris Gibson, PE was the project manager. Our working relationship is very professional and GBA has consistently delivered quality work products.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor?
 - GBA has performed all work with in-house staff and equipment. No subcontractors have been utilized on these projects.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be?
 - GLDD and GBA have been working together for decades. Our project engineers and GBA project managers have developed strong working relationships, making overall project management seamless. GBA continually provides high quality work products and easily adapts to the ever changing schedules associated with the dredging industry.
- 6. Would you hire them again, and/or recommend them for hire?
 - Currently GBA is working for us on two projects in New Jersey and one in North Carolina, and we are currently soliciting proposals from them on two proposals in Louisiana. We intend to continue using GBA's services and would recommend them for hire.

Company name: URS

Name of project: Continental South Beach Hotel- CCCL Application Review

Name of Reference: Scott Furman, Esq. Organization: Philips South Beach, LLC

Phone: 212-508-6700 Date contacted: June 15, 2011

1. Has this company performed work for you in the past 3 years? Can you describe the type of work that was performed? URS has performed numerous environmental site assessments for clients of our firm. In addition, URS has completed remediation projects and/or risk based assessments and achieved closure of these projects. The projects on which URS has worked for our clients recently have been in Florida, Texas, Illinois, California, Virgina and Maryland.

- 2. Has the work been completed on time? Within budget? URS generally has completed all work on time and on budget. Occasionally, an unforeseen event has resulted in an expansion of the time and budget for projects.
- 3. Who was the contractor's project manager and/or superintendent for the work? Were they effective and was the work delivered in a quality, professional manner? It has varied. In Florida, the PM is often David Schulte. In Illinois, Texas, California and Maryland, the PM has been Scott Johnson. Both of these gentlemen are proficient, thoughtful and professional.
- 4. Were subcontractors utilized? Did they perform as expected, were corrective actions required by the general contractor? Yes. Generally, URS has subcontracted drillers and labs. While subcontractors can frustrate project timing, URS keeps a tight reign on them.
- 5. If you had he opportunity to change something about the contract delivery or management, what would it be? URS generally has been quite good to work with. My only quarrel, from time to time, has been with their form of general conditions for engagement. However, they have been good about making intelligent changes that we have insisted upon on behalf of our clients.
- 6. Would you hire them again, and/or recommend them for hire? Absolutely.

MINUTES FORT MYERS BEACH Selection Advisory Committee

Town Hall – Council Chambers 2523 Estero Boulevard Fort Myers Beach, FL 33931

Tuesday, November 15, 2011

I. CALL TO ORDER

Meeting was called to order at 1:00 PM by Mr. Peter Boers. Other members present:

Walter Fluegel Cathie Lewis Michelle Mayher Evelyn Wicks

II. STATEMENT OF PURPOSE

Mr. Boers reported that the focus of the meeting is to discuss proposals for coastal engineering services.

III. APPROVAL OF MINUTES

Motion: Ms. Lewis moved to approve minutes from Sept. 8 and 28, and from Oct. 5 and

12, 2011.

Seconded by Ms. Mayher;

Vote: Motion passed 4-0.

IV. PROCEDURES FOR AND RANKING OF PROPOSALS

Mr. Boers referred to documents from Mr. Laakkonen in the information packets in which the firms are discussed and ranked. Mr. Laakkonen presented this memo of Oct. 13, 2011, and explained how he and the staff ranked the companies, adding that he was surprised there were only 6 submissions.

Mr. Laakkonen said the references for all submissions were "very good." Coast & Harbor Engineering had the most points (100), with the other companies following close, as listed: Coastal Planning & Engineering (95), Humiston & Moore Engineers (95), Applied Technology & Management (82), Gahagan & Bryant Associates, Inc. (82) and URS Corp. Southern (65). He explained that although the top 3 firms were very close, there is a clear separation between them and the forth and remaining firms, adding that Coast and Harbor Engineering had a "flawless" proposal. In addition, that firm and the other 2 top ones were able to demonstrate the desired skills and knowledge for this specific project.

Motion: Mr. Fluegel moved to approve the top 3 firms, identified by Mr. Laakkonen. Seconded by Ms. Wicks;

SAC 20111115 Page 1 of 2

Discussion:

Mr. Boers suggested that they have discussion about this since this is a big project as opposed to "ongoing services," as stated in the original RFQ. Mr. Laakkonen said that this could be looked at in both ways, in that the top firm be looked at for the big project and/or still be in the running for future ongoing services. He opined that it is "good to keep the people who evaluate your technologies and look at overall beach management separate from those who build your projects" so there is no overlap.

Ms. Lewis asked what the guidelines are as outlined in the manual as they refer to budgeting these projects. There was discussion as to how this was advertised, whether it was "ongoing services" or a specific project.

Mr. Fluegel withdrew his motion.

Motion: Ms. Lewis moved to approve the top 3 firms, in order, as identified by Mr. Laakkonen, to recommend to Town Council begin negotiations with the top ranked firm.

Seconded by Mr. Fluegel;

Ms. Mayher pointed out that the #2 and #3 firms are equally ranked.

Amended Motion: Ms. Lewis moved to recommend that Coast & Harbor Engineering, ranked #1, and Coastal Planning & Engineering and Humiston & Moore, both ranked #2, move forward to Council.

Seconded by Mr. Fluegel;

Vote: Motion passed 4-0.

V. AGENDA FOR NEXT MEETING

Mr. Boers hopes to have information and materials ready for the Dec. 5 Council meeting.

VI. ADJOURNMENT

Motion: Mr. Fluegel moved to adjourn.

Seconded by Ms. Mayher;

Vote: Motion passed 4-0.

Meeting adjourned at 1:30 PM.

Adopted	(DATE)		with/without changes.	Motion by
Vote:		_Signature:_		·

• End of document

SAC 20111115 Page 2 of 2